DISTRICT OF COLUMBIA
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BRIDGETTE MARSHALL-GREENE
Petitioner

v.

EVA REALTY, LLC
Respondent

Case No.: RH-TP-07-28873
In re 2440 S Street, S.E., Unit 11

FINAL ORDER

I. Introduction

On January 3, 2007, Petitioner Bridgette Marshall-Greene ("Tenant") filed Tenant Petition 28,873, complaining of violations of the Rental Housing Act of 1985 (the "Rental Housing Act" or the "Act") at her rental unit, No. 11, in the Housing Accommodation, 2440 S Street, S.E. The petition named as Respondent the building's property manager, Eva Realty ("Housing Provider"). The petition alleged that: (1) the rent ceiling filed with the Rental Accommodations and Conversion Division was improper; (2) a rent increase was taken while the unit was not in substantial compliance with D.C. Housing Regulations; (3) services and/or facilities provided in connection with the unit had been substantially reduced; (4) the Housing Provider had violated Title 14 of the Rental Housing Emergency Act of 1985. For reasons discussed below, I find that Tenant failed to prove that her apartment contained substantial housing code violations sufficient to invalidate the rent increase in 2007, or to merit a roll back

of Tenant's rent. In addition Tenant failed to prove that services and/or facilities were substantially reduced. For these reasons, Tenant Petition 28,873 is dismissed.

II. Procedural Background

On April 2, 2007, this administrative court ("OAH") issued a Case Management Order scheduling a hearing for April 30, 2007. At that hearing, Tenant appeared on her own behalf; Edouard Alcarria, Property Manager, appeared as the authorized representative for the Housing Provider. Tenant testified on her own behalf and presented testimony from Tenant's daughter, Gabrielle Greene. Thirteen of Tenant's exhibits were received in evidence.[1] Mr. Alcarria testified for Housing Provider. Two of Housing Provider's exhibits were accepted into evidence.[2]

During the hearing, Tenant moved to dismiss her claim that the Housing Provider had improperly increased the rent ceiling for her unit. The Housing Provider had no objection, and I therefore dismissed that claim with prejudice.

Based on the testimony of the witnesses, the exhibits in evidence, and the entire record as a whole, I now make the following Findings of Fact and Conclusions of Law.

III. Findings of Fact

The Housing Accommodation, 2440 S Street, SE, is an 11-unit apartment building constructed in 1938. The Housing Accommodation provides heat through a central boiler and radiator; it does not provide air conditioning. Eva Realty has been the Management Company

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1 See Appendix A below for a list of Tenant's exhibits received in evidence.

2 See Appendix B below for a list of Housing Provider's exhibits received in evidence.

for the Housing Accommodation since 2000 and Mr. Alcarria is the property manager for that location. The Housing Provider possesses a basic business license to operate an apartment building in the District of Columbia, as well as a valid certificate of occupancy for the premises. Respondent's Exhibit ("RX") 201.

Tenant has resided in Unit 11 of the Housing Accommodation since August 1996 (Tenant/Petitioner's Exhibit ("PX") 111), and she currently resides there with her daughter, Gabrielle Greene. Tenant's lease provides that she is responsible for furnishing her own fuses. *Id.* The lease also provides that Tenant is "not to install air conditioning equipment . . . without the written consent of the Landlord first had and obtained." *Id.*

In February 2005, Tenant and Housing Provider entered into a settlement agreement resolving a previous dispute under the Rental Housing Act (Tenant Petition 28,265). PXs 110, 112. Pursuant to this settlement agreement, the Housing Provider was required to engage in extensive "repairs" of Tenant's apartment, including: inspection and repair of radiators; extermination services; repair/replacement of a bedroom window lock; replacement of bedroom door; secure window A/C unit in the living room; repair or replacement of a leaking bedroom window; repair entry door; replacement of kitchen light fixtures; upgrade one electrical outlet from a 2-prong input to a 3-prong input; replacement of kitchen flooring and ceiling; and repaint Tenant's unit completely, after which the carpets were to be cleaned. PXs 110, 112, 114. Other than the upgrade of one electrical outlet to take a 3-prong plug, the settlement agreement contains no mention of the Housing Accommodation's or Tenant's Unit's electrical system. *Id.*

The 11 units in the Housing Accommodation are separately metered for electric service. Each unit is powered with 30 amperes (or "amps") of electricity, separated into two 15 amp

circuits. One circuit powers the kitchen and the hallway, while the other circuit powers the living room and the bedroom. Nine of the eleven units in the building have been upgraded to "breaker" systems, while the other two, including Tenant's unit, operate on a "fuse" system. When an electrical circuit which operates on a fuse system reaches its maximum output capacity (here 15 amps), the fuse "blows" and must be replaced before use of that circuit can continue. None of units have more than 30 amps of electrical service.

At some time not established in the record, Tenant installed three window air conditioners in her units, without having sought or obtaining the permission or consent of the Housing Provider. In the summer of 2006, Tenant began experiencing issues with her electrical service. On June 18, 2006, Tenant had invited her father and brother over for a Father's Day dinner. Tenant was not able to operate her kitchen appliances and/or the living room television while the microwave was running, without blowing a fuse. At other times, Tenant had to unplug her refrigerator to operate other appliances.

Tenant contacted Mr. Alcarria on June 20, 2006, to request an inspection/repair of the electrical system in her apartment. PX 105. Tenant informed Mr. Alcarria that she had recently had to replace fuses "4 to 5 times daily" and that during the Father's Day dinner at her home, the fuse had required replacement "7 times within a 3 hour period of time." *Id.* Although Tenant had been forced to replace occasional fuses in the summer months in the past, the 2006 summer brought a substantial increase in the severity of the problem. PXs 103, 105.

Tenant contacted Housing Provider again on July 17, 2006, by email, complaining of blowing fuses and requesting an inspection of the electrical system for her unit. PX 106, p.2. Mr. Alcarria responded to Tenant's requests via email, indicating to her that the reason for the

electrical problems was that she had installed "three (3) window A/C [units]" in her apartment, which are overloading the circuit, and that the "A/C devises [sic] are not part of the lease." Mr. Alcarria further recommended that Tenant "have a licensed professional certify that installation [of the air conditioners] has been performed correctly. . . ." PX 106, p.1.

During the relevant time-period, no housing inspector had conducted an inspection of the electrical system at the Housing Accommodation nor has the Housing Provider had been issued a notice of any housing code violations.

In a "Notice of Increased Rent Charged" dated November 22, 2006, Housing Provider notified Tenant that her rent would be increased from $537.00 to $570.00 to reflect an "annual CPI-based Increase." This rent increase took effect on January 1, 2007. PX 101.

IV. Conclusions of Law

A. Jurisdiction

This matter is governed by the District of Columbia Administrative Procedure Act (D.C. Official Code §§ 2-501 *et seq.*) ("DCAPA"); the Rental Housing Act of 1985 (D.C. Official Code §§ 42-3501.01 *et seq.*); substantive rules implementing the Rental Housing Act at 14 District of Columbia Municipal Regulations ("DCMR") 4100 - 4399; the Office of Administrative Hearings Establishment Act at D.C. Official Code § 2-1831.03(b-1)(1), which authorizes OAH to adjudicate rental housing cases; and OAH procedural rules at 1 DCMR 2800 *et seq.* and 1 DCMR 2920 *et seq*. As of October 1, 2006, the Office of Administrative Hearings ("OAH") has assumed jurisdiction of rental housing cases pursuant to the OAH Establishment Act, D.C. Official Code § 2-1831.03(b-1)(1).

B. Tenant's Claim that the Rent for the Unit had Been Increased While the Unit Was Not in Substantial Compliance with the Housing Regulations

The Rental Housing Act provides that the rent for any rental unit "shall not be increased above the base rent unless...the rental unit and the common elements are in substantial compliance with the housing regulations...." D.C. Official Code § 42-3502.08(a)(1). The Rental Housing Regulations, at 14 DCMR 4216.2, define "substantial compliance with the housing code" as "the absence of any substantial housing violations. . . " Therefore, if a substantial housing violation existed in Tenant's unit or common areas of the building at the time of the rent increase, then that increase was invalid.

1. Permissible Evidence to Establish a Substantial Housing Code Violation

Housing Provider in this case argued that Tenant's petition should not succeed because the Housing Provider has not been notified by the D.C. Government of a housing code violation on the premises. However, to establish the existence of a substantial housing code violation, a tenant is not required to produce an official notice of violation issued by the Department of Consumer and Regulatory Affairs ("DCRA"), the DC government agency which handles housing code violations. Although the Rental Housing Act does specifically provide that government notices are acceptable evidence of a violation, the Act goes on to state that a Tenant may also use "other offers of proof the Rental Housing Commission shall consider acceptable through its rulemaking procedures." D.C. Official Code § 42-3502.08(a)(1)(A). The Commission has indeed exercised its rulemaking powers in this area, and Title 14 of the D.C. Code of Municipal Regulations states that "[e]vidence of substantial violations of the housing code may be presented to a hearing examiner by the testimony of parties . . . " and such

testimony "may be supported by photographs or other documentary evidence . . ." 14 DCMR §§ 4216.5, 4216.6. These regulations indicate the Commission's willingness to accept other forms of documentary evidence in these cases.

This interpretation of the Rental Housing Act and relevant regulations is supported by the Rental Housing Commission's decision in *1440 "R" St. Tenants v. Thos D. Walsh Co. Inc.* where it specifically rebutted the housing provider's argument that "the only admissible evidence in proof of housing code violations is official notices from the [DC government]." The Commission held in that case that a group of tenants could successfully demonstrate the existence of housing code violations through "oral testimony by...credible tenants, as well as documentary evidence in the form of photographs." *1440 "R" Street Tenants v. Thomas D. Walsh Co. Inc.*, TP 4,800 (RHC Aug 18, 1982), at 3. Therefore, if Tenant in this matter was able to establish, through her testimony, photographs, and other documentary evidence, that the electrical system in her apartment constituted "substantial noncompliance" with the D.C. Housing Code, then the rent increases that occurred during the time of the noncompliance would be invalid despite the fact that there is no evidence that DCRA has issued a notice of violation for the premises.

2. Whether the Electrical Conditions in Tenant's Unit Constitute a Housing Violation

Neither the Rental Housing Act nor the housing regulations specifically address the issue of whether a landlord is required to provide a certain amperage of electrical service to a Tenant's unit; however, 14 DCMR 4216.2 and 600.3 provide guidance on this issue. The Rental Housing Regulations prescribe that certain types of housing code violations are substantial as a matter of law. These include curtailment of utility service, such as gas or electricity

(14 DCMR 4216.2(d)); defective electrical wiring, outlets, or fixtures, (14 DCMR 4216.2(e)); and exposed electrical wiring or outlets not properly covered (14 DCMR 4216.2(f)). In this case, there has been no "curtailment" of service. The evidence established that the electricity in Tenant's apartment has been provided at the same level since she first took occupancy in 1996; therefore the Housing Provider is not in violation of 14 DCMR 4216.2(d). Further, Tenant presented no evidence whatsoever of exposed electrical wiring or outlets not properly covered to establish a violation of 14 DCMR 4216.2(f). While Tenant's testimony and evidence regarding the repeated blowing of fuses might hint at a defect in the wiring or outlets, Tenant present no evidence to overcome Housing Provider's assertion that Tenant's use of three air-conditioning units, not provided by or approved by Housing Provider, may simply have been overloading the circuit when any other appliance that draws power was in use.

Title 14 DCMR 600.3 mandates that "[w]here a utility (such as water, electricity, gas or other fuels, or sewer or refuse service) is the responsibility of or are under the control of the owner or licensee of any residential building, the utility shall be furnished and maintained by the owner or licensee in the quantities needed for normal occupancy." It is clear that a housing provider violates this regulation where it fails entirely to provide one or more utilities for which it is responsible. *Black v. District of Columbia*, 412 A.2d 1200 (D.C. 1980). However, relevant court precedents do not address whether there is a violation where, as in this case, a tenant is provided with electricity, but in a quantity that is insufficient to power the number of appliances that the tenant wishes to operate. Although it is possible that a violation of the regulation could exist for particularly low levels of electrical service being provided, here, as discussed below, the evidence demonstrates that the Tenant was experiencing a lack of electricity as a direct result of her installation of three window air conditioners. Therefore, I conclude that the 30 amp

electrical system in Tenant's unit is not in violation, and certainly not "substantial violation" of the housing code.

3. Whether Housing Provider Was Required to Upgrade Electrical Service During Repair/Renovation of Tenant's Unit

Tenant in this case argued that the Housing Provider is in substantial violation of the Housing Code because it did not upgrade her electrical system during a repair/renovation of her apartment which was done in February 2005 pursuant to a settlement agreement in an earlier Tenant Petition filed by Tenant. Despite Tenant's assertions in this proceeding that Hearing Examiner McNair had ordered Housing Provider to upgrade her unit's electrical system, nothing in the March 3, 2005, Decision and Order (PX 110) or the February 3, 2005, Praecipe signed by the parties encompassing the terms of the settlement between them (PX 112) mention the unit's electrical system except for the replacement of a 2-prong plug with a 3-prong plug.

Both parties submitted documentary evidence with regard to the various national and international building codes. Tenant argues that the repairs Housing Provider agreed to do (and apparently did do) in settlement of TP 28,265 was actually a renovation requiring an upgrade of the electrical circuitry as required by the 2005 National Electrical Code. PX 113. Housing Provider countered that it only performed repairs and that the National Fire Protection Association ("NFPA") 5000 Building Construction and Safety Code (2005) grandfathers the status of existing buildings and requires no more than the replacement of like material. RX 201, pp. 4-8. Neither party established that these other codes have been adopted by the District of Columbia.

Tenant's claim fails because, as discussed above, she has not established that the nature of the electrical system in her unit constitutes a substantial violation of the housing code under

the Act or the implementing regulations at 14 DCMR § 4216.2. A "substantial violation" is defined by the Act as "the presence of any housing condition, the existence of which violates the housing regulations, or any other statute or regulation relative to the condition of residential premises and may endanger or materially impair the health and safety of any tenant or person occupying the property." D.C. Official Code § 42-3501.03(35). Here, the fact that Housing Provider did not upgrade Tenant's electrical system does not violate any provision of the Housing Regulations found in Title 14 DCMR. Although it is possible that Tenant's claim could prevail if it were shown that the Housing Provider were in violation of another regulation or statute, such as the District of Columbia's Building Code, Tenant would also have to show that the condition "endanger[s] or materially impair[s] the health and safety" of someone living in the unit. *Id.* While Tenant testified that she had to send her daughter to live with her grandfather for part of the summer as her daughter suffered from asthma, Tenant has not shown that the Housing Provider's failure to upgrade the electrical system was the reason for that action or constituted a danger to the health of herself or her daughter as contemplated by the statute. Alleged violations of other electrical codes are not otherwise compensable under the Rental Housing Act. For this, and reasons stated above, I conclude that no substantial housing violation code exists.

B. Substantial Reduction in Services/Facilities

If the facilities and/or services provided in connection with the Housing Accommodation have been substantially decreased, the Rental Housing Act provides that "the Rent Administrator [now Administrative Law Judge] may . . . decrease the rent charged, as applicable, to reflect proportionally the value of the change in services or facilities." D.C. Official Code § 42-3502.11. The Act defines electricity provided by the Housing Provider as a "related service."

> "Related services" means services provided by a housing provider, required by law or by the terms of a rental agreement, to a tenant in connection with the use and occupancy of a rental unit, including repairs, decorating and maintenance, the provision of light, heat, hot and cold water, air conditioning, telephone answering or elevator services, janitorial services, or the removal of trash and refuse.

D.C. Official Code § 42-3501.03(27). To prove that a housing provider has substantially decreased a related service or facility, the tenant has the burden to establish that (1) a reduction (or elimination) of the related service or facility occurred, (2) the duration of the reduction, (3) that the housing provider was given notice of the reduction, and (4) that the reduction was substantial. *Parreco v. Akassy*, TP 27,408 (RHC Dec 8, 2003) at 15, *rev'd on other grounds*, 885 A.2d 327 (D.C. 2005). In this case, I conclude that, although Tenant has established that a reduction occurred, she is not entitled to a decrease in her rent for three reasons: first, because the reduction in service was self-inflicted; second, she has not established the duration of the reduction; and third, the reduction was not substantial.

Tenant did not argue that the Housing Provider decreased the amount of electricity it was providing to her unit; however she contends that providing only a 30 amp circuit constitutes a violation of the housing code, and is therefore a reduction of services under the Rental Housing Act. The Rental Housing Commission has said that if a related service or facility does not meet the requirements of the housing code, then it is considered a reduction of that service or facility, even if it had never been provided at a higher level during the tenant's occupancy. *Shapiro v. Comer*, TP 21,742 (RHC Aug 19, 1993) at 20. Therefore, if the Tenant were able to prove that the amount of electricity provided to her unit constituted a housing code violation, then that alone would be sufficient to establish that the service had been reduced. However, as discussed

above, Tenant has not provided evidence that a housing code violation existed, and therefore that a *per se* reduction existed.

Tenant's testimony describing her electrical problems does indicate, however, that despite the absence of a housing code violation, there has been an apparent reduction in the electrical service provided in connection with her apartment. Tenant testified that due to the limited amount of electricity provided to her apartment, she is unable to power multiple household appliances simultaneously, including her air conditioner(s) and refrigerator. Because of this problem, Tenant would "blow" the fuse in her kitchen and occasionally her refrigerator would remain off for a period of time and, as a result, she was forced to discard spoiled food. Further, Tenant presented receipts showing her purchase of replacement fuses. PX 104. However, the evidence is that Tenant's installation and operation of three window air conditioners, all of which are prohibited by her lease, are the reason for the reduction. Tenant did not testify that she ever sought approval from the Housing Provider; Housing Provider asserted, without contradiction, that no consent was ever sought. Accordingly, because the reduction was self inflicted, the Housing Provider is not liable and a decrease in rent is not appropriate.

The Housing Provider in this case testified that Tenant had installed three "illegal" window air conditioners in her apartment, and that these appliances were to blame for the electrical problems in the unit. Tenant herself testified that her electrical service was interrupted much more frequently in the summer months, when she was running her air conditioners. Tenant also submitted receipts for the purchase of 31 fuses for the apartment, 26 of which were purchased in June, July or August of 2006. PX 104. Tenant's lease specifically prohibits Tenant from installing "air conditioning equipment . . . without the written consent of the landlord" and

there is no evidence that consent was given. It is a reasonable assumption that the lease prohibits these devices (as well as other appliances) for the safety of residents, due to the limited electrical capacity in the building constructed in 1938, before the invention of all the electrical appliances currently in use by Tenant. Further, the Rental Housing Commission has held that where there was a "spasmodic interruption [of electrical service] that may have been self-inflicted," the housing provider was not liable for a rent refund due to a reduction in services. *Phalon v. Emes*, TP 4,802 (RHC Sept 29, 1982) at 3. Similarly here, because the evidence suggests that the reduction was "self-inflicted," by the Tenant's use of prohibited appliances, the Housing Provider cannot be held responsible.

Tenant's claim of reduced services also fails because she did not meet her burden to establish the duration of the reduction. At the hearing, Tenant at one point testified that her electrical problems "began in the summer of 2006," but she also testified that she had experienced problems (although not as severe) in the summer of 2005 as well. Tenant's testimony also indicated that the problem occurred mainly during the summer months, but later said that the problem had occurred continuously from Father's Day (June) 2006 until the date of the hearing, which was April 30, 2007. These conflicts in Tenant's testimony make it impossible to determine the period of time during which the alleged reduction in services existed, and therefore Tenant has failed to meet her burden on this issue.

The Rental Housing Act permits this court to order a decrease in rent only where a related service or facility has been "substantially...decreased." Here the Tenant has failed to meet her burden to establish that the reduction was substantial. The D.C. Court of Appeals has said that "[t]he question of substantiality goes simply to the degree of the loss." *Interstate General Corp. v. D.C. Rental Hous. Comm'n*, 501 A.2d 1261, 1263 (D.C. 1985). Also, the Rental Housing

Commission has determined that a reduction in services or facilities is not substantial where the reduction represents a "mere inconvenience." *Hagner Mgmt. Corp. v. Lewis*, TP 10,303 (RHC May 26, 1983) at 3. Here, Tenant has testified that the blown fuses in her apartment have caused her refrigerator and air conditioners to shut off, resulting in the occasional spoilage of food or an elevated temperature in the unit. She also noted that she had to send her daughter to live with her grandfather for part of the summer as her daughter suffered from asthma. Although these conditions are not desirable, Tenant testified that they were occasional, and, when considered along with the fact that the conditions were likely caused by the Tenant's own actions in installing the window air conditioners, are not "substantial" and do not warrant a decrease in the rent.

C. Tenant's "Title 14" claim

Tenant's petition indicates that the Housing Provider violated "Title 14" of the Rental Housing Act by ignoring a "warning" given by the presiding hearing examiner in the parties' previously settled dispute that the "15 amp system did not meet the current electrical code...and would have to be upgraded before another [rent] increase could be implemented." There is no Title 14 of the Rental Housing Act, and it is not clear on which section of the Act Tenant is basing this claim. The Tenant may have meant Title 14 of the District of Columbia's Municipal Regulations, which contain the District's housing regulation, but again, it is unclear to which section she is referring. Based upon the Tenant's description of the claim, I conclude that it is substantially the same as her second claim that the Housing Provider imposed a rent increase while the property was not in substantial compliance with the housing code. As determined above, the Tenant's electrical system configuration does not constitute a substantial violation of the housing code, and therefore the Housing Provider is not liable for this claim.

IV. Conclusion

For the reasons explained above, I find that Tenant has not sustained her burden of proof to establish that Housing Provider increased her rent while her unit was not in substantial compliance with the Housing Regulations, or that there was a substantial reduction on services or facilities or that there was a violation of "Title 14" of the Rental Housing Act. Tenant has failed to prove any of the allegations in her Tenant Petition. Therefore, the Tenant Petition in this matter is dismissed.

V. Order

Therefore, it is this **5th** day of **August 2009:**

ORDERED, that this Tenant Petition is **DISMISSED WITH PREJUDICE;** and it is further

ORDERED, that either party may move for reconsideration of this Final Order within 10 days under OAH Rule 2937; and it is further

ORDERED, that the appeal rights of any parties aggrieved by this Order are set forth below.

Beverly Sherman Nash
Administrative Law Judge

APPENDIX B
HOUSING PROVIDER'S EXHIBITS

RX 200	Tenant's Guide p. 24
RX 201	Housing Provider Response to Section V of TP 28,273; Tax Record for Housing Accommodation; Basic Business License; Certificate of Occupancy; Electrical Code Section EX-408; NFPA 5000 Building Construction and Safety Code (2005)

MOTIONS FOR RECONSIDERATION

Any party served with a final order may file a motion for reconsideration within ten (10) days of service of the final order in a accordance with 1 DCMR 2937. When the final order is served by mail, five (5) days are added to the 10 day period in accordance with 1 DCMR 2811.5

A motion for reconsideration shall be granted only if there has been an intervening change in the law; if new evidence has been discovered that previously was not reasonably available to the party seeking reconsideration; if there is a clear error of law in the final order, if the final order contains typographical, numerical, or technical errors; or if a party shows that there was a good reason for not attending the hearing.

The Administrative Law Judge has thirty (30) days to decide a motion for reconsideration. If a timely motion for reconsideration of a final order is filed, the time to appeal shall not begin to run until the motion for reconsideration is decided or denied by operation of law. If the Judge has not ruled on the motion for reconsideration and 30 days have passed, the motion is automatically denied and the 10 day period for filing an appeal to the Rental Housing Commission begins to run.

APPEAL RIGHTS

Pursuant to D.C. Official Code §§ 2-1831.16(b) and 42-3502.16(h), any party aggrieved by a Final Order issued by the Office of administrative Hearings may appeal the Final Order to the District of Columbia Rental Housing Commission within ten (10) business days after service of the final order, in accordance with the Commission's rule, 14 DCMR 3802. If the Final Order is served on the parites by mail, an additional three (3) days shall be allowed, in accordance with 14 DCMR 3802.2.

Additional important information about appeals to the Rental Housing Commission may be found in the Commission's rules, 14 DCMR 3800 et. seq., or you may contact the Commission at the following address:

District of Columbia Rental Housing Commission
941 North Capitol Street, N.E.
Suite 9200
Washington, D.C. 20002
(202) 442-8949

Certificate of Service:

By Priority Mail with Delivery Confirmation (Postage Paid):

Bridgette Marshall-Greene
2440 S Street, S.E., Unit #11
Washington, DC 20020

Eva Realty, LLC
4250 Connecticut Avenue, N.W.
Washington, DC 20008

By Inter-Agency Mail:

District of Columbia Rental Housing Commission
941 North Capitol Street, N.E.,
Suite 9200
Washington, DC 20002

Keith Anderson, Acting Rent Administrator
District of Columbia Department of Housing and Community Development
Housing Regulation Administration
1800 Martin Luther King Jr. Avenue, S.E.
Washington, DC 20020

I hereby certify that on 8-5, 2009, this document was served upon the above-named parties at the addresses and by the means stated.

Natasha Jackson
Clerk / Deputy Clerk